RECENT CASES.

CARRIERS—COMPETITION—INTERSTATE COMMERCE ACT—LONG AND SHORT HAUL CLAUSE—LOUISVILLE & NASHVILLE R. R. v. HENRY W BEHLUER, 20 Sup. Court (Oct. term) 209.—*Held*, that where carriers are subject to the Act to Regulate Commerce, that competition which is material can be taken into consideration for the purpose of determining the existence of a dissimilarity of circumstances and conditions within the meaning of P. 4 of the Act, although that competition does not originate at the initial point of traffic.

The Circuit Court of Appeals decided that according to the Long and Short Haul Clause in P. 4 (24 Stat. at L. 379), the plaintiff could not charge more for the shorter haul than for the longer, as the competition did not originate at the initial point of carriage This interpretation conformed with that of the I. S. C. C., but the latter has since altered their view to the one taken by the Supreme Court in *I. S. C. C.* v. *Alabama M. R. Co.*, 168 U. S. 144: that if the competition is material it does not matter whether it arises at the point of shipment or point of delivery. And it is not necessary that the competition should be of such a nature, that should one line not carry the goods between the two points, the other competing line would do so.

CARRIERS—DUTY TO RECEIVE—FREIGHT TO BE CARRIED OVER CONNECTING LINE—SEASONGOOD ET AL. v. TENNESSEE & O. TRANS. Co., 54 S. W. (Ky.) 193.—Defendants, who owned a boat which was accustomed to carry freight, refused to carry goods of plaintiff, because they were for a point beyond their route. *Held*, a carrier has no right to refuse to receive freight because it is destined to a point beyond its own line. A contract by one carrier with another that it will not receive goods destined to a point beyond its own line is illegal. Du Relle, J., dissents.

The correctness of this decision is open to doubt; the court cites no cases to uphold this doctrine, while in the case of *The Atchison, Topeka & Santa Fe R. R. Co.* v. *Denver & New Orleans R. R. Co.*, 110 U. S. 667, it is laid down most emphatically that: "At common law a common carrier is not bound to take goods for a point beyond its own line." From this case it is evident that the Kentucky doctrine is opposed to that laid down by the U. S. Supreme Court.

CARRIERS—FREIGHT—DELIVERY—NOTICE TO CONSIGNEE—DIAMANT v. LONG ISLAND R. Co., 62 N. Y. Sup. 519.—Defendant agreed by bill of lading to transport merchandise and "tender it to the consignee." The bill also stated that "carriage should be complete and charges earned," when merchandise has been held a reasonable time without notice, subject to owner's order. The goods were held, but no notice was given to consignee. Consignor sued for value of goods. *Held*, that completion of the carriage did not dispense with defendent's express obligation to tender; though notice would have been sufficient to discharge him. Evidence of a custom dispensing with tender of delivery held inadmissible. MacLean, J., dissenting.

Carrier's liability as insurer when no notice is given is strictly held by the New Hampshire rule, which is followed by thirteen States, Canada and England. *Moses* v. *Boston, etc., R. R. Co.*, 32 N. H. 523; *Sherman* v. *Hudson R. R. R. Co.*, 64 N. Y. 254. The Massachusetts rule is that carrier's liability ceases on arrival and storage in a proper warehouse without notice, and carrier is then liable as warehouseman. Eleven States follow this rule. 5 A. & Enc. 277 (2d. ed.); *Norway Plains Co.* v. *Boston, etc., R. R. Co.*, 1 Gray (Mass.) 274; *Rothschild* v. *Michigan Central*, 69 Ill. 164.